



BOARD OF ESTIMATE AND CONTRACT

ROME, NEW YORK 13440-5815

Joseph R. Fusco, Jr., Mayor

John Mazzaferro, President of Common Council

Frank Tallarino, Commissioner of Public Works

Timothy A. Benedict, Corporation Counsel

David C. Nolan, Treasurer

**BOARD OF ESTIMATE AND CONTRACT MEETING
REGULAR SESSION**

**January 24, 2013
3:00PM**

- 1. CALLING THE ROLL OF MEMBERS BY THE CLERK**
- 2. READING OF THE MINUTES OF THE PRECEDING SESSION**
(Motion in order that the reading of the minutes of the proceeding sessions be dispensed with and that they be approved.)
- 3. COMMUNICATIONS**
- 4. PUBLIC SPEAKERS**
- 5. REPORT OF DEPARTMENT HEADS**
- 6. RESOLUTIONS**

RES. NO. 18

A

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
PROVIDING FUNDS FOR THE SENIOR CITIZENS COUNCIL.**

RES. NO. 19

B

**AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS FOR A
DIESEL GENERATOR FOR THE WATER FILTRATION PLANT. Piekarski**

RES. NO. 20

C

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A CONTRACT WITH QBE INSURANCE CORPORATION FOR STOP LOSS INSURANCE FOR CITY OF ROME MEDICAL AND PRESCRIPTION DRUG CLAIMS. Nolan

RES. NO. 21

D

AMENDING BOARD OF ESTIMATE AND CONTRACT RESOLUTION NO. 311A ADOPTED DECEMBER 28, 2012, AUTHORIZING THE "APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST". Nolan

RES. NO. 22

E

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO A PRINT MANAGEMENT AGREEMENT WITH CARTRIDGE WORLD OF ROME, NEW YORK, RELATIVE TO HEWLETT PACKARD MACHINES LOCATED AT THE ROME POLICE DEPARTMENT. Pickarski

7. TABLED RESOLUTIONS

8. ADJOURNMENT

RESOLUTION NO. 18

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
PROVIDING FUNDS FOR THE SENIOR CITIZENS COUNCIL

By _____:

WHEREAS, the Senior Citizens Council of Rome, New York, Inc., has requested that the Board of Estimate and Contract provide funding in consideration of the assistance of local recreational programs for senior citizens by the above named group; and

WHEREAS, the Board of Estimate and Contract feels that such a program will serve a useful and helpful purpose and will be in the best interests of the City of Rome; and

WHEREAS, the City of Rome by this Resolution does express its intention to cooperate with the program and has appropriated the sum of \$42,560.00 for 2013 which sum shall be made available in quarterly installments from the proper Recreational Department accounts; now, therefore,

BE IT RESOLVED, that the Mayor be and is hereby authorized to apply for a partial reimbursement of funds so expended on such program from the proper state agency as provided by state law; and

BE IT FURTHER RESOLVED, that the Mayor be and is hereby authorized to enter into an agreement to provide a sum of \$42,560.00 for the assistance of local programs for senior citizens as directed by the 2013 budget, and that the Treasurer be authorized to disburse such funds in quarterly installments of \$10,640.00, upon the presentation of a properly executed vendor's claim; and

BE IT FURTHER RESOLVED, that commencing April 1, 2013, the Senior Citizens Council shall submit quarterly financial reports to the Board of Estimate and Contract of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 19

AUTHORIZING THE CITY CLERK TO ADVERTISE FOR BIDS
FOR A DIESEL GENERATOR FOR THE WATER FILTRATION PLANT

By _____:

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, New York, that the City Clerk is hereby authorized and directed to advertise for bids for one (1) diesel generator for the Water Filtration Plant; and

BE IT FURTHER RESOLVED, that such bids shall be returned to the Office of the City Clerk, 1st floor, Rome City Hall, no later than 3:00 p.m. on February 14, 2013, said bids to be opened in the Common Council Chambers, 2nd floor, Rome City Hall, at 3:00 p.m. on the same date; and

BE IT FURTHER RESOLVED, that the City of Rome reserves the right to reject any and all bids deemed not to be in the best interests of the City of Rome.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

RESOLUTION NO. 20

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO ENTER INTO
A CONTRACT WITH QBE INSURANCE CORPORATION FOR
STOP LOSS INSURANCE FOR CITY OF ROME MEDICAL AND PRESCRIPTION
DRUG CLAIMS

By _____:

BE IT RESOLVED, that the Mayor of the City of Rome, New York, is hereby authorized to enter into a contract with QBE Insurance Corporation for Stop Loss insurance for the City's medical and prescription drug claims in accordance with the documentation attached hereto and made a part of this Resolution. Coverage is for individual claims in excess of \$225,000 or in excess of \$11,883,790 in the aggregate. Total anticipated premiums based on number of individuals covered is expected to approximate \$172,000 annually.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

**QBE INSURANCE CORPORATION**

Administrative Address:
Wall Street Plaza
88 Pine Street, 16th Floor
New York, NY 10005

STOP LOSS-renewal**QBSL – 0123.33****(07-03)****Renewal Amendment**

This Amendment is attached to and made part of the Policy specified below. It is subject to all of the Policy provisions that do not conflict with its provisions.

Policyholder: **City of Rome**Amendment Effective Date: **01/01/2013**

Policyholder and We hereby agree that the Policy is amended as follows:

- A. The policy number of this policy is changed from **LGS00768-12** to **LGS00768-13**
- B. This policy will continue in force for a new Policy Period, beginning on the Amendment Effective Date and ending on the Expiration Date shown below.
- C. The *SCHEDULE FOR EXCESS POLICY* is deleted and replaced with the following Schedule.
1. Policyholder's Principal Office Address:
- | | | | |
|---|--------------------|------------------|---------------------|
| <u>City Hall, 198 N. Washington Street</u> | <u>Rome</u> | <u>NY</u> | <u>13440</u> |
| (street) | (city) | (state) | (zip) |
2. Effective Date: **01/01/2013**
3. Expiration Date: **12/31/2013**
4. Attached Endorsements: **NY Endorsement QBSL-0134.33 (07-03)**
5. Third-Party Administrator (for purpose of claims administration under the Plan):

Name: **EBS-RMSCO**
Address: **115 Continuum Drive**
City, State, Zip: **Liverpool, NY 13088**
Telephone: **(315)448-9000**

6. COVERAGE

The Coverage shown applies only during the Policy Period and is further subject to all the provisions of the Policy.

- A. **SPECIFIC EXCESS LOSS COVERAGE** ☒ Yes, included ☐ No, not included

- 1) Coverage to be included:

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Medical
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prescription Drugs
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dental
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Vision

- 2) Specific Attachment Point (unless adjusted by Endorsement)

☒ Per Covered Person: **\$ 225,000**
☐ Per Covered Family: **\$ 0.00**
☐ Aggregating Specific Deductible: **\$ 0.00**

- 3) Specific Reimbursement Percentage: **100 %**



- 4) Specific Policy Period Maximum Reimbursement per Covered Person: **Unlimited upon satisfaction of specific deductible.**

- ☒ Of this amount, reimbursement for treatment of drug or alcohol abuse will be limited to:
☒ **The terms, conditions and limits as stated in the accepted plan document.**
☐ _____ days
☐ _____ days, up to \$ _____
☐ Treatment of drug or alcohol abuse considered as any other illness

- 5) Basis of Specific Excess Loss coverage benefit payment (Benefit Period):
 Plan Benefits Incurred from: **01/01/2009** through: **12/31/2013**
 And paid from: **01/01/2013** through: **12/31/2013**

Plan Benefits Incurred prior to the Effective Date (Run-In-Period) will be limited to:

- ☐ \$ **N/A** per Covered Person
☐ \$ **N/A** for all Covered Persons combined

- 6) Premium Rates (per month):

<u>Covered Unit Description</u>	<u>Amount</u>
<u>Composite 401</u>	<u>\$ 30.46</u>
<u>Total 401</u>	

- 7) Minimum Annual Specific Premium: **N/A. Estimated specific annual premium based on quoted enrollment is \$146,574.00.**

B. **AGGREGATE EXCESS LOSS INSURANCE** ☒ Yes, included ☐ No, not included

- 1) Coverage to be included:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/> Medical
<input checked="" type="checkbox"/>	<input type="checkbox"/> Dental
<input type="checkbox"/>	<input checked="" type="checkbox"/> Vision
<input checked="" type="checkbox"/>	<input type="checkbox"/> Prescription Drugs
<input type="checkbox"/>	<input checked="" type="checkbox"/> Weekly Disability Income Maximum _____, per covered employee per Policy Period
<input type="checkbox"/>	<input checked="" type="checkbox"/> Other:

- 2) Monthly Aggregate Factor:

<u>Covered Unit Description</u>	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>	<u>Prescription Drugs</u>	<u>Weekly Disability Income</u>	<u>Other</u>	<u>Total</u>
<u>Composite:</u>	<u>X</u>	<u>X</u>		<u>X</u>			<u>\$1,507.33</u>

- 3) Number of Covered Units: ☒ Quoted ☐ Actual

<u>Covered Unit Description</u>	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>	<u>Prescription Drugs</u>	<u>Weekly Disability Income</u>
<u>Composite:</u>	<u>657</u>	<u>657</u>		<u>657</u>	

- 4) Minimum Annual Aggregate Attachment Point: **\$ 11,883,790 (Estimated)**
 (12 times Monthly Aggregate Factor(s), times total Number of Covered Units)

- 5) Aggregate Reimbursement Percentage: **100%**

- 6) Individual Claim Limit: **\$ 225,000**

- 7) Maximum Aggregate Reimbursement (per Policy Period): **\$ 1,000,000**



- 8) Basis of Aggregate Excess Loss coverage benefit payment (Benefit Period):
Plan Benefits Incurred from: 01/01/2009 through: 12/31/2013
And paid from: 01/01/2013 through: 12/31/2013

Plan Benefits Incurred prior to the Effective Date (Run-In-Period) will be limited to:

- ☐ \$ N/A per Covered Person
☐ \$ N/A per all Covered Persons combined

- 9) Premium Rates (per month):

<u>Covered Unit Description</u>	<u>Amount</u>
<u>Composite</u>	<u>\$ 3.22</u>
Total:	<u>\$3.22</u>

- 10) Minimum Annual Aggregate Premium: N/A. Estimated annual aggregate premium based on quoted enrollment: \$25,386.00

7. Eligible for coverage:

<u>Yes*</u>	<u>No</u>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Retired Employees (see b. Special Limitations)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	COBRA Continuee
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disabled Employees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Organ Recipients
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

All "Yes" answers must be supported by current disclosure information you provide during the renewal underwriting period.

8. Additional Information

a. Policy Information:

1. Your PPO Network is: EBS RMSCO.
2. Your Utilization Review Provider is: Corporate Care Management.

- b. Special Limitations: Eligible retirees age 65 and over are excluded under the Specific Coverage portion of this Policy. All eligible retirees are included in the Aggregate Coverage portion.

9. Minimum Plan Enrollment: N/A Covered Units, or 75 % of initial enrollment

- C. The definition of Specific Lifetime Maximum Reimbursement in the *Definitions* Section of this Policy, is deleted and replaced with:

Specific Policy Period Maximum Reimbursement means the maximum amount WE will reimburse YOU with respect to any Covered Person under this Policy during the Policy Period shown in the *Schedule*. The Policy Period Maximum excludes the Specific Attachment Point amount. The Policy Period Maximum will not exceed the lesser of:

1. the amount shown in the *Schedule*; and
2. the maximum benefit amount set forth in the Plan.

- D. Section II, *Specific Excess Loss Coverage*, is deleted and replaced with the following:

Section II, SPECIFIC EXCESS LOSS COVERAGE

WE will reimburse YOU for Plan Benefits Paid in excess of the Specific Attachment Point, not to exceed the Policy Period Maximum Reimbursement amount shown in the *Schedule*. WE will reimburse YOU after YOU have provided an acceptable proof of loss and satisfactory proof of Paid Plan Benefits.



STOP LOSS
QBSL – 0123.33
(07-03)

The Specific Excess Loss benefit applies to a Policy Period or fraction thereof (due to termination). As determined with regard to each Covered Person, it is the lesser of:

1. the Policy Period Maximum Benefit; and
2. eligible Plan Benefit Payments made with regard to a Covered Person, less the Specific Attachment Point, the result of which is then multiplied by the Specific Reimbursement Percentage.

In addition, the Specific Excess Loss Benefits Payable under this Policy will be reduced by the Aggregating Specific Deductible.

ACCEPTED BY THE POLICYHOLDER:

Signed at _____
City, State

Policyholder (correct legal name)

Date _____

By (Officer's name and title)

Policyholder's Broker/Agent of Record

Print Broker/Agent of Record

ACCEPTED BY THE COMPANY:

Signed at _____

On behalf of the Company
QBE A&H, LLC

Date _____

Steven L. Gransbury, Managing Director
QBE North America
By (Officer's name and title)

RESOLUTION NO. 21

AMENDING BOARD OF ESTIMATE AND CONTRACT RESOLUTION
NO. 311A ADOPTED DECEMBER 28, 2012, AUTHORIZING THE
"APPROVED PURCHASE ORDER AND VOUCHER SIGNERS LIST"

By _____:

WHEREAS, the Board of Estimate and Contract of the City of Rome, pursuant to Resolution No. 311A adopted December 28, 2012, at the recommendation of David Nolan, Treasurer, authorized the City of Rome to establish an "Approved Purchase Order and Voucher Signers List"; and

WHEREAS, David Nolan, Treasurer, recommends that the Board of Estimate of the City of Rome amend the "Approved Purchase Order and Voucher Signers List", which is attached hereto, to include the Service Fee Payment Fund; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that Resolution No. 311A be amended by adding the Service Fee Payment Fund to the "Approved Purchase Order and Voucher Signers List"; and

BE IT FURTHER RESOLVED, by the Board of Estimate and Contract of the City of Rome that the amended "Approved Purchase Order and Voucher Signers List" authorized hereby shall go into effect immediately and remain in effect until subsequently annulled, cancelled or amended by this Board.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

Authorized Signers of Purchase Orders and Vouchers **

City of Rome

DEPARTMENT	Name	Name	Name	Name
Administrative Services	Joseph Fusco Jr	Brandon Lovett		
Animal Control	Jeanne Waite			
Assessor	Joe Surace	John Ross		
Central Maint	Frank Tallarino	Art Golden		
City Clerk	Louise Glasso			
Civil Service	Joseph Fusco Jr	Brandon Lovett		
Codes	Mark Domenico	Paul Ziminski	Jean Grande	
Comm & Econ Development	Christian Mercurio	Ed Seelig	Janice Sharrino	Joseph Fusco Jr
Common Council	Louise Glasso			
Corp Counsel	Tim Benedict	Kim Bowman	Gerard Feeney	
Electrical	Frank Tallarino	Jim Calandra		
Engineering	Frank Tallarino	Joe Guiliano		
Fire	Ron Brement	Terry Miller		
Info Tech	David Nolan			
Insurance	Joseph Fusco Jr	Brandon Lovett		
Marketing	Joseph Fusco Jr	Kathleen Perry		
Mayor	Joseph Fusco Jr			
Municipal Bldg	Frank Tallarino	Brandon Lovett		
Parking Authority	Frank Tallarino	Brandon Lovett		
Parks & Recreation	Ryan Hickey	Brandon Lovett	Joseph Fusco Jr	
Police	Kevin Beach	Kevin Simons	Ed Stevens	
Public Safety	Joseph Fusco Jr			
Public Works	Frank Tallarino	Joe Guiliano		
Records	Louise Glasso			
Shade Trees	Frank Tallarino	Joe Guiliano		
Sign Shop	Frank Tallarino	Pete Kieffer		
Street Maint & Snow Removal	Frank Tallarino	Joe Guiliano		
Treasurer	Dave Nolan	Pasquale Lisandrelli	Dianne Schink	Denice Golden
Water Filtration	Frank Tallarino	Tom Andrews	Rob Samuels	
Water Pollution	Frank Tallarino	Dave Marino	Rick Kenealy	
Water Shop	Frank Tallarino	Tony Nash		
Service Fee Paymt Fund	Frank Tallarino			

**If no signers are otherwise available, the Mayor or City Treasurer can sign in their absence.

RESOLUTION NO. 22

AUTHORIZING THE MAYOR OF THE CITY OF ROME TO
ENTER INTO A PRINT MANAGEMENT AGREEMENT
WITH CARTRIDGE WORLD OF ROME, NEW YORK, RELATIVE TO HEWLETT
PACKARD MACHINES LOCATED AT THE ROME POLICE DEPARTMENT

By _____:

WHEREAS, Donna Piekarski, Purchasing Agent for the City of Rome, has recommended that the City of Rome, New York, enter into a print management agreement with Cartridge World of Rome, New York, for three (3) Hewlett Packard Machines located at the Rome Police Department; now, therefore,

BE IT RESOLVED, by the Board of Estimate and Contract of the City of Rome, that the Mayor of the City of Rome is hereby authorized to enter into a print management agreement with Cartridge World of Rome, New York, for three (3) Hewlett Packard Machines located at the Rome Police Department at a rate of \$.015 per actual page usage (to be billed monthly), which will include all service and toner, said agreement to be for a one-year term with (2) one-year extensions, effective January 3, 2013, and to expire on January 3, 2014.

Seconded by _____.

AYES & NAYS: Mayor Fusco _____ Mazzaferro _____ Tallarino _____
Benedict _____ Nolan _____

ADOPTED:

DEFEATED:

Schedule A
Covered Equipment
Print Management Agreement

Make and Model	Device Type	Black Vol	Color Vol	Black CPP	Color CPP	Total \$
HP M9040	HP M9040	10000	0	\$0.0150	\$0.00	\$150.00
HP M3035 MFP	HP M3035 MFP	5000	0	\$0.0150	\$0.0000	\$75.00
HP M4345 MFP	HP M4345 MFP	5000	0	\$0.0150	\$0.0000	\$75.00